

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				INITIALS / CONTROL NO. wsh:5912A		1. REQUISITION NUMBER N66604-1169-01B7		PAGE 1 OF 14					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N66604-01-Q-4751		6. SOLICITATION ISSUE DATE 2001 Jun 19					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mr. William Hurley		b. TELEPHONE NUMBER (No collect calls) 401-832-1571		FAX NUMBER 401-832-4820		8. OFFER DUE DATE / LOCAL TIME 2001 Jul 19 2:00 PM					
9. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5912, Simonpietri Drive Newport, RI 02841-1708				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a)		11. DELIVERY IS FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12. DISCOUNT TERMS: PURCHASE CARD <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING: DO-C9 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO Receiving Officer Naval Station Newport 47 Chandler Street Newport, RI 02841-1716 M/F: NUWC Division, Newport -- N66604-				16. ADMINISTERED BY SEE BLOCK 9 NO PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED. DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.									
17a. CONTRACTOR / OFFEROR THIS IS A REQUEST FOR QUOTATION ONLY. IT IS NOT AN ORDER. POC/TELE. NO. DUNS NUMBER:				18a. PAYMENT WILL BE MADE BY Payment will be made by government purchase card, currently the Citibank Mastercard. At the time of shipment, or completion of services, contact the individual identified on page 2 to obtain the account number to be charged. Invoices and bankcard authorizations should be mailed to that individual at NUWC Receipt Control; Code 0221 Building 1176; Newport, RI 02841.									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input type="checkbox"/>		SEE NOTE ABOVE							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE PAGE 2											
DIST: File(1), Kr (1), 0221 (1), 0221 Rec Control, Orig (1)													
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						42a. RECEIVED BY (Print)		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Offerors should complete this pricing schedule to reflect their proposed program. For pricing purposes, the program will consist of three years total, one base year and two option years. Each year will consist of three trimesters beginning with Fall, 2001. Offerors may use line item numbers 0001 through 9999 as needed and should feel free to use additional space as required. Offerors must specify the price per student. It is currently anticipated that ten (10) students will be part of this program.</p> <p>BASE YEAR</p> <p>1 – 10*</p> <p>Data per Exhibit “A”, Contract Data Requirements List (CDRL) DD Form 1423</p> <p>1 LO NSP NSP</p> <p>OPTION (YEAR 2)</p> <p>1-10*</p> <p>Data per Exhibit “A”, Contract Data Requirements List (CDRL) DD Form 1423</p> <p>1 LO NSP NSP</p> <p>OPTION (YEAR 3)</p> <p>1 – 10*</p> <p>Data per Exhibit “A”, Contract Data Requirements List (CDRL) DD Form 1423</p> <p>1 LO NSP NSP</p>				

*As described in Block 20, the government anticipates that ten (10) students will participate in this program. The government will at the time of award (and if options are exercised) indicate the actual number of students participating in the program.

TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
Base Year	1 – 10 EA	FALL 2001-SUMMER 2002
Option (Year 2)	1 – 10 EA	FALL 2002-SUMMER 2003
Option (Year 3)	1 – 10 EA	FALL 2003 - Summer 2004

(b) Exercise Date:

OPTION (Year 2): Option will be exercised within 30 days prior to completion of base year.

OPTION (Year 3): Option will be exercised within 30 days prior to completion of year 2.

DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

CONTRACT CLAUSES ADDENDUM

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2001)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ☐ (ii) Alternate I to 52.219-5.
 - ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) Not Applicable
- ☐ (9) and (10) are not applicable to this acquisition.
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☒ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) through (26) are not applicable to this acquisition.
- ☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 522a).
- ☐ (28) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.) Subparagraphs (3) and (4) are not applicable to this acquisition.

- ☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933)

(d) This paragraph is not applicable to this acquisition.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- ___ 252.206-7000, Domestic Source Restriction (10 U.S.C.2304)
- ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
- X** 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ___ 252.225-7007, Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X** 252.225-7012, Preference for Certain Domestic Commodities
- ___ 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ___ 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (___ Alternate I) (Section 8064 of Pub. L. 106-259).
- ___ 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- ___ 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ___ 252.225-7036, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).
- X** 252.227-7015, Technical Data--Commercial Items (10 U.S.C. 2320)
- X** 252.227-7037, Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ___ 252.243-7002, Requests for Equitable Adjustment (10 U.S.C. 2410)
- ___ 252.247-7023, Transportation of Supplies by Sea ___ Alternate I ___ Alternate II (10 U.S.C. 2631)
- ___ 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

ADDITIONAL CONTRACT TERMS AND CONDITIONS -- APPLICABLE WHEN CHECKED.

 x **PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
(FAR 52.232-33) (MAY 1999)**

 X 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY (MAR 1989)
PRICED LINE ITEM
fill-in: within To be determined based on the contractor's Contract Line Item Structure .

 x **REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (MAR1998)**

 X **PAYMENT BY THIRD PARTY (FAR 52.232-36)(MAY 1999.)**

 x **YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY**

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) *Definitions.* As used in this clause --

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

___ ADDITIONAL MATERIAL REQUIREMENT (MAR 2001)

All items shall be new, as defined in FAR 52.211-5, Material Requirements.

___ INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

___ INVOICE PROCEDURES AND LIMITATION OF LIABILITY

(a) Limitation of Liability. This order is subject to a "not-to-exceed" funding limitation and the amount currently available for payment hereunder is limited to the total "not-to-exceed" amount in Block 28 of the order. No legal liability on the part of the Government for payment in excess of this amount shall arise unless additional funds are made available and are incorporated as a modification to this order. If the contractor cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

(b) Invoicing. The contractor shall submit invoices to:

Name: , Code , Building

Mailing Address:

Undersea Warfare Center Division, Newport
1176 Howell Street
Newport, RI 02841-1708

Naval

Telephone: Commercial: (401) 832-

(c) Final Adjustment. A written modification to this order will reflect actual costs incurred at the end of the order period, and be subject to a downward adjustment only. No changes can exceed the total "not-to-exceed" amount in Block 28 of the order, or as last modified.

X ACCESS TO GOVERNMENT SITE (APR 1999)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at (401) 832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/envirnp.htm>.

(d) The contractor shall ensure that each contractor employee completes ISO 14001 Awareness training within 30 days of commencing performance at any NUWCDIVNPT site. This training is available at <http://c55.npt.nuwc.navy.mil/551/>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SOLICITATION PROVISIONS ADDENDUM

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical capability of the item offered to meet the Government's requirements
- (2) Past Performance
- (3) Price

Technical capability and Past Performance when combined are significantly more important than price.

(b) In order to assess an offeror's technical capability, the technical proposal shall include the following information:

(1) Offerors should submit sample course materials which will be evaluated using the following criteria:

- * Overall design
- * Achievement of Learning Objectives
- * Use of Adult and Distant Learning Techniques
- * Use of Current Technical Tools
- * Evaluative Effectiveness

(2) Method of teaching courses, including description of offeror's web based teaching capabilities and video-teleconferencing capabilities which demonstrate the flexibility of the program to meet students varying schedules. This area should also include proposed live interaction between instructor and students.

(3) Course description of all proposed courses including scheduled times of courses.

(4) Accreditation

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;

- (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) *Availability of requirements documents cited in the solicitation.*

- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.

- (ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

- (j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(APR 2001) -- ALT I (OCT 2000) -- ALT III (OCT 2000)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraph (c)(6) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7), (8) and (9) are not applicable to this acquisition

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of

Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous Contracts and Compliance.* The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f), (g) and (h) are not applicable to this acquisition.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) is not applicable to this acquisition.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	3
<u>ATTACHMENT</u>		
1	Statement of Work	4

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)										Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.											
A. CONTRACT LINE ITEM NO.			B. EXHIBIT "A"			C. CATEGORY: TDP _____ TM _____ OTHER XX					
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Status Report				3. SUBTITLE Electronics List					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368				5. CONTRACT REFERENCE SOW paragraph 4.0 a.				6. REQUIRING OFFICE NUWCDIVNPT Code 5812			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED B		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repr	
16. REMARKS						NUWCDIVNPT		0		1 0	
Blk # 4: Contractor's Format											
Blk # 9: See Attached Addendum											
Blk # 12: List of Electronics Requirements shall be sub-											
mitted NLT 2 weeks prior to the start of the first class.											
						15. TOTAL		1			

1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Status Report				3. SUBTITLE Grade Reports					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368				5. CONTRACT REFERENCE SOW 4.0 b.				6. REQUIRING OFFICE NUWCDIVNPT Code 5812			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED B		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repr	
16. REMARKS						NUWCDIVNPT 5812		0		1 0	
Blk #4: Contractor's Format											
Blk #9: See Attached Addendum											
Blk #10,12, 13: Grade reports shall be submitted within											
Two weeks upon completion of each course. At the end of											
the first semester, the university shall submit a list of											
students officially accepted into the program.											
						15. TOTAL		1			

G. PREPARED BY William Hurley			H. DATE 6/19/2001		I. APPROVED BY			J. DATE	
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DD FORM 1423

CONTRACT DATA REQUIREMENTS LIST

Block 9: the following information is specifically included in amplification of the block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to **CLASSIFICATION** markings of the data.

Distribution Statement B: Distribution authorized to US government agencies only; Critical Technology:_____. Other requests for this document shall be referred to
(date of DD 1423

NUWC DIVNPT Code _____.

Distribution Statement D: Distribution authorized to the DoD contractors only; Critical Technology:_____. Other requests for this document shall be referred to
(date of DD 1423)

NUWC DIVNPT Code _____.
(requesting code)

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Statement of Work

1.0 Background

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) encourages its professional employees to obtain advanced degrees. To enhance the individual professional's training program, which sometimes requires travel of considerable distances for those enrolled in individual university courses, NUWCDIVNPT management desires to establish an on-site graduate program for the Master of Software Engineering (MSE). The proposed MSE program is critical in terms of satisfying mission requirements of NUWCDIVNPT.

In order to establish such a program, a college or university (hereafter called the university) must be found which is willing to provide MSE program of graduate studies at an on site location and at times convenient with the working hours of the Newport Division. It is envisioned that such a program would provide classes using a mix of Videoteleconferencing (VTC) technology, web-based Interactive Distance Learning (IDL), CD-ROM computer based training (CBT), or on-site instructor-led. Academic counseling, guidance, laboratory and library services, etc. shall be available through a mix of e-mail service, university web-site access, and the potential for occasional campus visits.

2.0 Scope

The university shall provide a program of graduate level courses leading to the degree of Master of Software Engineering or an equivalent Masters of Science degree. An accreditation board for MSE programs does not exist. As a demonstration of technical competency, the university must also offer at least one of the following:

- a. Computer engineering or electrical engineering degree program accredited by the Accreditation Board for Engineering and Technology (ABET).
- b. Computer science degree program accredited by the Computer Science Accreditation Commission (CSAC) of the Computing Sciences Accreditation Board (CSAB.)

The courses shall be provided using on-campus VTC and IDL resources to a VTC capable facility residing at NUWCDIVNPT. The course may be offered simultaneously with an on-campus resident class if such IDL facilities are available. The program shall consist of at least 30 credit hours. In lieu of a thesis, the program shall include either a team or individual capstone project as part of the MSE degree requirements. The capstone project, should consist of the selection, definition, specification, development, design, coding, implementation, documentation, and defense of a software engineering product.

Student enrollees must meet graduate school entrance requirements in accordance with standard university policy. Transfer credits from other graduate schools may be accepted in accordance with university policy. Unavoidable missed classes are anticipated and, if necessary, will be made up through the university and coordinated by the Training and Development Branch. In-class presentation material will be placed on a web bulletin board along with other supporting material, as it is understood that all students (due to travel, annual leave, etc) will not attend all classes. Classes will be composed of not more than ten NUWCDIVNPT students. Students must be officially accepted by the university before the end of the first semester in order to continue in the program.

3.0 Requirements

- a. The university shall prepare and present a curriculum of studies and courses leading to the degree of Master of Software Engineering, to be granted by the university upon satisfactory completion by the students.
- b. The university shall meet the accreditation criteria defined in paragraph 2.0.

- c. Course work for the program is to be conducted by qualified university instructors, who must be U.S citizens, at least 50% of whom are full-time university faculty members. Classroom lectures shall be presented via CBT or using ISDN, VTC, IDL techniques at a rate of either 128kbps or 384kbps. All class material and any additional supporting material, will be placed on a web-based interactive bulletin board. ISDN communications costs shall be government furnished (NUWCDIVNPT will place the call).
- d. Class size will not exceed twenty-five students
- e. A list of candidate courses that are desired are provided as Attachment #1, and coursework shall include the following:
 - 1. At least three credits of software project management;
 - 2. at least three credits of software architectures;
 - 3. at least three credits of software development methodologies;
 - 4. at least three credits of software modeling;
 - 5. at least three credits of software analysis methods;
 - 6. at least 8 credits hours of a capstone project
- f. The program shall span the duration of three academic years including Fall, Spring and Summer semesters.
- g. Synchronously delivered courses should be taught once weekly between Monday and Thursday. Class length will be determined by the university to be that which is required to meet matriculation requirements. These classes will normally take place outside core hours which are 0900-1100 and 1300-16:00 or at other times negotiated by MSE participants and the Training and Development Branch, Code 5812.
- h. The capstone project shall take place over the course of the third academic year. It will consist of the selection, definition, specification, development, design, coding, implementation, documentation, and defense of a substantial software-engineering product. The selection of the project shall be made at least one semester prior to its commencement. The project shall consist of an actual NUWCDIVNPT software development effort. NUWCDIVNPT and the university will negotiate the scope of the project's content and objectives.
- i. Enrollment records, grades, and course completion/drops shall be kept in accordance with standard university procedures.
- j. Textbooks, as well as the supplies and materials, shall be provided by the university
- k. The university shall time the program such that an entering class shall receive their degrees (graduate) from the university in no more than three years assuming the agreed upon plan of study is followed. Unavoidable schedule slippage which may cause delay to the program shall be reported to NUWCDIVNPT. The university, with NUWCDIVNPT, may negotiate a new program schedule based upon these conditions, should they arise.
- l. All readings and materials needed for class will be provided by the university in hard copy or electronic form.

- m. Web based IDL support shall be provided in the form of a web – based bulletin board system such that all students including those not present for the lecture can access in-class course and other support materials, ask questions and receive responses from the instructor on a student public bulletin board group system. Additional software required by the students or at NUWCDIVNPT shall be defined by the university for acquisition by NUWCDIVNPT
- n. Upon satisfactory completion of the program, the university shall award to each graduate, the degree of Master of Software Engineering or an equivalent Masters of Science degree.
- o. The university shall agree to waive all other university fees such as student health fee, activity fee, lab fee, etc. for students participating in this NUWCDIVNPT resident MSE program.
- p. VTC IDL in-class presentation material shall be provided using properly formatted overhead camera freeze frame-video techniques or via computer based graphics using the t.120 standard. All presentation material and associated description shall be stored on the web-site bulletin board.
- q. Any class that is cancelled for any reason will be rescheduled unless agreed upon by the Training and Development Branch, Code 5812.
- r. The entire degree program will be offered without requirement for campus visitation.

4.0 Progress Report

In accordance with attached (DD Form 1423) the university shall:

- a. CDRL A001: The university will define all specific electronic requirements prior to the start of the first class such that NUWCDIVNPT personnel will have time to acquire any materials required.
- b. CDRL A002: At the completion of each course, provide a grade report on all program enrollees to NUWCDIVNPT Training Office, Code 5812. In addition, at the end of the first semester, the university shall provide NUWCDIVNPT Training Office with a list of students who have been officially accepted into the program.
- c. CDRL A003: At the completion of each school year, prepare a report for submission to NUWCDIVNPT, a status of student progress (satisfactory, Unsatisfactory, or dropped), staffing assigned, and courses taught.
- d. CDRL A004: Final report indicating program accomplishments, lessons learned, and suggestions for future actions.

Attachment 1 to Attachment 1

Suggested Candidate Courses

Analysis of Software Artifacts
Architectures of Software Systems
Human Computer Interaction
Introduction to Real-Time Software and Systems
Managing Software Development
Methods of Software Development
Models of Software Systems
Software Measurement
Real-Time Systems
Software Acquisitions, Contracts, and Intellectual Property
Software Generation and Maintenance
Software Process Definition
Software Specification
Software Testing and Quality Assurance
Software Validation